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CARTAGE, LLC, dba XPO  
LOGISTICS

Attorneys for Plaintiff  
and Counterclaim Defendant  
EDGAR MENDOZA

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

EDGAR MENDOZA, on behalf of  
himself and all others similarly  
situated,

Plaintiff,

v.

XPO LOGISTICS CARTAGE, LLC,  
dba XPO LOGISTICS, a Delaware  
Limited Liability Company; XPO  
LOGISTICS, INC., dba XPO  
LOGISTICS, a Delaware  
Corporation; JAVIER MARTIN  
DEL CAMPO, an Individual; and  
DOES 1 through 100, inclusive,

Defendants.

XPO LOGISTICS CARTAGE, LLC,  
dba XPO LOGISTICS, a Delaware  
Limited Liability Company,

Cross-Complainant,

v.

CASE NO. 2:18-cv-09144 SJO(Ex)

**JOINT STIPULATION FOR ENTRY  
OF PROTECTIVE ORDER  
REGARDING CONFIDENTIAL  
INFORMATION**

Magistrate Judge: Hon. Charles F. Eick  
Ctrm: 750

Complaint Filed: July 2, 2018

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**JOINT STIPULATION FOR ENTRY OF PROTECTIVE ORDER  
REGARDING CONFIDENTIAL INFORMATION**

1 EDGAR MENDOZA, on behalf of  
2 himself and all others similarly  
3 situated,

4 Cross-Defendants.

5 Currently pending before this Court is the Unopposed Motion for  
6 Consolidation, filed by Defendant and Cross-Complainant XPO Logistics Cartage,  
7 LLC, seeking to consolidate this action with *Alvarez et al. v. XPO Logistics*  
8 *Cartage, LLC et al*, No. 2:18-cv-03736 SJO(Ex) and *Martinez et al v. XPO*  
9 *Logistics, Inc. et al*, No. 2:18-cv-06175 SJO(Ex) (the “Consolidated Cases”). An  
10 Order on Stipulated Protective Order Regarding Confidential Information, which is  
11 virtually identical to the proposed order being submitted herewith, was entered in  
12 the Consolidated Cases by this Court on December 4, 2018. The parties now submit  
13 the proposed order to this Court in an effort to maintain consistency and facilitate  
14 discovery in cooperation with counsel and the parties in the Consolidated Cases.

15 1. PURPOSES AND LIMITATIONS

16 Discovery in this action potentially involves production of confidential,  
17 proprietary or private information for which special protection from public  
18 disclosure and from use for any purpose other than pursuing this litigation may be  
19 warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
20 enter the following Stipulated Protective Order. The parties acknowledge that this  
21 Order does not confer blanket protections on all disclosures or responses to  
22 discovery and that the protection it affords from public disclosure and use extends  
23 only to the limited information or items that are entitled to confidential treatment  
24 under the applicable legal principles.

25 2. GOOD CAUSE STATEMENT

26 Discovery is likely to involve trade secrets, confidential and proprietary  
27 information concerning XPO’s business operations, XPO’s contracts and  
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1 agreements with customers and drivers, personal information of Plaintiffs and other  
2 third party individuals, including personal identifying information such as social  
3 security numbers, customer and pricing lists, and other valuable commercial,  
4 financial, technical and/or proprietary information for which special protection  
5 from public disclosure and from use for any purpose other than prosecution of this  
6 action may be warranted. Such confidential and proprietary materials and  
7 information consist of, among other things, confidential business or financial  
8 information, information regarding confidential business practices, or commercial  
9 information (including information implicating privacy rights of third parties),  
10 information otherwise generally unavailable to the public, or which may be  
11 privileged or otherwise protected from disclosure under state or federal statutes,  
12 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
13 information, to facilitate the prompt resolution of disputes over confidentiality of  
14 discovery materials, to adequately protect information the parties are entitled to  
15 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
16 of such material in preparation for and in the conduct of trial, to address their  
17 handling at the end of the litigation, and to serve the ends of justice, a protective  
18 order for such information is justified in this matter. It is the intent of the parties  
19 that information will not be designated as confidential for tactical reasons and that  
20 nothing be so designated without a good faith belief that it has been maintained in a  
21 confidential, non-public manner, and there is good cause why it should not be part  
22 of the public record of this case.

23 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

24 The parties further acknowledge, as set forth in Section 14.3, below, that this  
25 Stipulated Protective Order does not entitle them to file confidential information  
26 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
27 and the standards that will be applied when a party seeks permission from the court  
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1 to file material under seal. There is a strong presumption that the public has a right  
 2 of access to judicial proceedings and records in civil cases. In connection with non-  
 3 dispositive motions, good cause must be shown to support a filing under seal. See  
 4 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006),  
 5 Phillips v. Gen. Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-  
 6 Welbon v. Sony Electronics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
 7 stipulated protective orders require good cause showing). A specific showing of  
 8 good cause or compelling reasons with proper evidentiary support and legal  
 9 justification, must be made with respect to Protected Material that a party seeks to  
 10 file under seal. The parties' mere designation of Disclosure or Discovery Material  
 11 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 12 ONLY" does not— without the submission of competent evidence by declaration,  
 13 establishing that the material sought to be filed under seal qualifies as confidential,  
 14 privileged, or otherwise protectable—constitute good cause.

15 Further, if a party requests sealing related to a dispositive motion or trial,  
 16 then compelling reasons, not only good cause, for the sealing must be shown, and  
 17 the relief sought shall be narrowly tailored to serve the specific interest to be  
 18 protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th Cir.  
 19 2010). For each item or type of information, document, or thing sought to be filed  
 20 or introduced under seal, the party seeking protection must articulate compelling  
 21 reasons, supported by specific facts and legal justification, for the requested sealing  
 22 order. Again, competent evidence supporting the application to file documents  
 23 under seal must be provided by declaration.

24 Any document that is not confidential, privileged, or otherwise protectable in  
 25 its entirety will not be filed under seal if the confidential portions can be redacted.  
 26 If documents can be redacted, then a redacted version for public viewing, omitting  
 27 only the confidential, privileged, or otherwise protectable portions of the document,  
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1 shall be filed. Any application that seeks to file documents under seal in their  
2 entirety should include an explanation of why redaction is not feasible.

3 4. DEFINITIONS

4 4.1 Action: The instant action: *Edgar Mendoza v. XPO Logistics Cartage,*  
5 *LLC dba XPO Logistics, et al.*, 2:18-cv-09144-SJO-Ex.

6 4.2 Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 4.3 “CONFIDENTIAL” Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things in the possession of a  
10 Designating Party who believes in good faith that such Information or Items are  
11 entitled to confidential treatment.

12 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14 4.5 Designating Party: a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
17 ONLY.”

18 4.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced  
21 or generated in disclosures or responses to discovery or testified to during  
22 deposition or other proceedings.

23 4.7 Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its Counsel to serve as  
25 an expert witness, or expert consultant, in this Action.

26 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
27 Information or Items: information (regardless of how it is generated, stored or  
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1 maintained) or tangible things in the possession of a Designating Party who  
2 believes in good faith that the Disclosure of such Information or Item to another  
3 Party or Non-Party would create a substantial risk of serious financial or other  
4 injury that cannot be avoided by less restrictive means.

5 4.9 House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8 4.10 Non-Party: any natural person, partnership, corporation, association or  
9 other legal entity not named as a Party to this Action.

10 4.11 Outside Counsel of Record: attorneys who are not employees of a  
11 Party to this Action, but are retained to represent a Party to this Action and have  
12 appeared in this Action on behalf of that Party or are affiliated with a law firm that  
13 has appeared on behalf of that Party, and includes support staff.

14 4.12 Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 4.13 Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 4.14 Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23 4.14 Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY.”

26 4.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

1           5.     SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge and other applicable authorities. This Order does not govern the use of  
9 Protected Material at trial.

10          6.     DESIGNATING PROTECTED MATERIAL

11          6.1   Exercise of Restraint and Care in Designating Material for Protection.

12       Each Party or Non-Party that designates information or items for protection under  
13 this Stipulated Protective Order as “CONFIDENTIAL” or “HIGHLY  
14 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” must take care to limit any  
15 such designations to specific material that qualifies under the appropriate standards.  
16 The Designating Party must designate for protection only those parts of material,  
17 documents, items or oral or written communications that qualify so that other  
18 portions of the material, documents, items or communications for which protection  
19 is not warranted are not swept unjustifiably within the ambit of this Order.  
20 Designations with a higher confidentiality level when a lower level would suffice  
21 are prohibited.

22       Mass, indiscriminate or routinized designations are prohibited. Designations  
23 that are shown to be clearly unjustified or that have been made for an improper  
24 purpose (e.g., to unnecessarily encumber the case development process or to  
25 impose unnecessary expenses and burdens on other parties) may expose the  
26 Designating Party to sanctions.

27       If it comes to a Designating Party’s attention that information or items that it  
28



1 designated for protection do not qualify for protection or do not qualify for the level  
 2 of protection initially asserted, that Designating Party must promptly notify all  
 3 other Parties that it is withdrawing the inapplicable designation.

4       6.2 Manner and Timing of Designations. Except as otherwise provided in  
 5 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material  
 6 that qualifies for protection under this Order must be clearly so designated before  
 7 the material is disclosed or produced.

8       Designation in conformity with this Order requires:

9       (a) for information in documentary form (e.g., paper or electronic  
 10 documents, but excluding transcripts of depositions or other pretrial or trial  
 11 proceedings), that the Producing Party affix at a minimum, the applicable legend  
 12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 13 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
 14 legend), to each page that contains protected material. If only a portion of the  
 15 material on a page qualifies for protection, the Producing Party also must clearly  
 16 identify the protected portion(s) (e.g., by making appropriate markings in the  
 17 margins).

18       A Party or Non-Party that makes original documents available for inspection  
 19 need not designate them for protection until after the inspecting Party has indicated  
 20 which documents it would like copied and produced. During the inspection and  
 21 before the designation, all of the material made available for inspection shall be  
 22 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the  
 23 documents it wants copied and produced, the Producing Party must determine  
 24 which documents, or portions thereof, qualify for protection under this Order. Then,  
 25 before producing the specified documents, the Producing Party must affix the  
 26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to each page that  
 27 contains Protected Material. If only a portion of the material on a page qualifies for  
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1 protection, the Producing Party also must clearly identify the protected portion(s)  
 2 (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in deposition or other proceeding, the  
 4 Designating Party shall specify all protected testimony and the level of protection  
 5 being asserted. In the case of a deposition, the Designating Party may make that  
 6 designation during the deposition or on the next business day following the  
 7 deposition. In the case of other proceeding(s), the Designating Party may make that  
 8 designation during the proceeding or may also invoke, on the record or by written  
 9 notice to all parties on or before the next business day, a right to have up to 7-days  
 10 from the date the proceeding transcript is received by the Designating Party to make  
 11 its designations. In the event there is a motion or hearing deadline for which the  
 12 proceeding testimony, other than deposition testimony, may be necessary, the  
 13 Designating Party shall make its designations to the proceeding transcript by 5:00  
 14 PST at least three (3) business days before the motion or hearing deadline. The use  
 15 of a document as an exhibit at a deposition or hearing shall not in any way affect its  
 16 designation.

17 (c) for information produced in some form other than documentary  
 18 and for any other tangible items, that the Producing Party affix in a prominent place  
 19 on the exterior of the container or containers in which the information is stored the  
 20 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or  
 21 portions of the information warrants protection, the Producing Party, to the extent  
 22 practicable, shall identify the protected portion(s).

23 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 24 failure to designate qualified information or items does not, standing alone, waive  
 25 the Designating Party's right to secure protection under this Order for such  
 26 material. Upon timely correction of a designation, the Receiving Party must make  
 27 reasonable efforts to assure that the material is treated in accordance with the  
 28

provisions of this Order.

## 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

7.3. Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

7.4. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons

1 authorized under this Order.

2 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated  
5 “CONFIDENTIAL” only to:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
7 as well as employees of said Outside Counsel of Record to whom it is reasonably  
8 necessary to disclose the information for this Action;

9 (b) the officers, directors, and employees (including House  
10 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
11 Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to  
13 whom disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and  
18 Professional Vendors to whom disclosure is reasonably necessary for this Action  
19 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
20 A);

21 (g) the author or recipient of a document containing the information  
22 or a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses,  
24 in the Action to whom disclosure is reasonably necessary provided the witness and  
25 the witness’s attorney sign the form attached as Exhibit A hereto. Pages of  
26 transcribed deposition testimony or exhibits to depositions that reveal Protected  
27 Material may be separately bound by the court reporter and may not be disclosed to  
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1 anyone except as permitted under this Stipulated Protective Order; and

2 (i) any mediators or settlement officers and their supporting  
3 personnel, mutually agreed upon by any of the parties engaged in settlement  
4 discussions.

5 8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS  
6 EYES ONLY” Information or Items. Unless permitted in writing by the  
7 Designating Party, a Receiving Party may disclose material designated “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS EYES ONLY” without further approval only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action  
10 and employees of Outside Counsel of Record to whom it is reasonably necessary to  
11 disclose the information;

12 (b) the Court and its personnel;

13 (c) court reporters and their staff;

14 (d) professional jury or trial consultants, and professional vendors to  
15 whom disclosure is reasonably necessary, and who have signed the  
16 Acknowledgment and Agreement to Be Bound (Exhibit A);

17 (e) Experts (as defined in this Order) of the Receiving Party to  
18 whom disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

20 (f) the author or recipient of a document containing the material, or  
21 a custodian or other person who otherwise possessed or knew the information.

22 8.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY  
23 CONFIDENTIAL – ATTORNEYS EYES ONLY” Material to House Counsel or  
24 Experts. Unless agreed to in writing by the designator:

25 (a) A party seeking to disclose to House Counsel any material  
26 designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” must first  
27 make a written request to the Designating Party providing the full name of the  
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1 House Counsel, the city and state of such counsel's residence, and such counsel's  
 2 current and reasonably foreseeable future primary job duties and responsibilities in  
 3 sufficient detail to determine present or potential involvement in any competitive  
 4 decision-making.

5 (b) A Party that makes a request and provides the information  
 6 specified in paragraph (a) may disclose the designated material to the identified  
 7 House Counsel unless, within seven days of delivering the request, the Party  
 8 receives a written objection from the Designating Party providing detailed grounds  
 9 for the objection.

10 (d) All challenges to objections from the Designating Party shall  
 11 proceed in accordance with Section 7 above.

12 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 13 PRODUCED IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation  
 15 that compels disclosure of any information or items designated in this Action as  
 16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 17 ONLY," that Party must:

18 (a) promptly notify in writing the Designating Party. Such  
 19 notification shall include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or  
 21 order to issue in the other litigation that some or all of the material covered by the  
 22 subpoena or order is subject to this Stipulated Protective Order. Such notification  
 23 shall include a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be  
 25 pursued by the Designating Party whose Protected Material may be affected. If the  
 26 Designating Party timely seeks a protective order, the Party served with the  
 27 subpoena or court order shall not produce any information designated in this action  
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1 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
 2 ONLY” before a determination by the court from which the subpoena or order  
 3 issued, unless the Party has obtained the Designating Party’s permission. The  
 4 Designating Party shall bear the burden and expense of seeking protection in that  
 5 court of its Protected Material and nothing in these provisions should be construed  
 6 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
 7 directive from another court.

8 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 9 PRODUCED IN THIS LITIGATION

10 (a) The terms of this Order are applicable to information produced  
 11 by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
 12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by  
 13 Non-Parties in connection with this litigation is protected by the remedies and relief  
 14 provided by this Order. Nothing in these provisions should be construed as  
 15 prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery  
 17 request, to produce a Non-Party’s Protected Material in its possession, and the Party  
 18 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
 19 Protected Material, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the  
 21 Non-Party, within fourteen (14) days of receiving the request, that some or  
 22 all of the information requested is subject to a confidentiality agreement with  
 23 a Non-Party;

24 (2) promptly provide the Non-Party, within fourteen (14)  
 25 days of receiving the request, with a copy of the Stipulated Protective Order  
 26 in this Action, the relevant discovery request(s), and a reasonably specific  
 27 description of the information requested; and  
 28

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's Protected Material responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

#### 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment an Agreement to Be Bound" attached hereto as Exhibit A.

#### 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence



1 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 2 of a communication or information covered by the attorney-client privilege or work  
 3 product protection, the Parties may incorporate their agreement in the stipulated  
 4 protective order submitted to the court.

5 13. MISCELLANEOUS

6 13.1 Right to Further Relief. Nothing in this Order abridges the rights of  
 7 any Party to seek its modification by the Court in the future.

8 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
 9 Protective Order, no Party waives any right it otherwise would have to object to  
 10 disclosing or producing any information or item on any ground not addressed in  
 11 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 12 any ground to use in evidence of any of the material covered by this Protective  
 13 Order.

14 13.3 Filing Protected Material. A Party that seeks to file under seal any  
 15 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
 16 may only be filed under seal pursuant to a court order authorizing the sealing of the  
 17 specific Protected Material. If a Party's request to file Protected Material under seal  
 18 is denied by the court, then the Receiving Party may file the information in the  
 19 public record unless otherwise instructed by the court.

20 14. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in Section 4, within 60  
 22 days of a written request by the Designating Party, each Receiving Party must  
 23 return all Protected Material to the Producing Party or destroy such material. As  
 24 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 25 compilations, summaries, and any other format reproducing or capturing any of the  
 26 Protected Material. Whether the Protected Material is returned or destroyed, the  
 27 Receiving Party must submit a written certification to the Producing Party (and, if  
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1 not the same person or entity, to the Designating Party) by the 60-day deadline that  
2 (1) identifies (by category, where appropriate) all the Protected Material that was  
3 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
4 copies, abstracts, compilations, summaries or any other format reproducing or  
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
6 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
8 and trial exhibits, expert reports, attorney work product, and consultant and expert  
9 work product, even if such materials contain Protected Material. Any such archival  
10 copies that contain or constitute Protected Material remain subject to this Protective  
11 Order.

12 15. VIOLATION

13 Any violation of this Order may entitle any Party to secure any relief as the  
14 Court deems just and appropriate.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
2

3 Dated: December 6, 2018 RGLAWYERS LLP  
4

5 By /s/ Solomon E. Gresen

6 SOLOMON E. GRESEN  
7 JACK RISEMBERG

8 Attorneys for Plaintiffs and Cross-Defendants  
9

10 Dated: December 6, 2018 DLA PIPER LLP (US)  
11

12 By /s/ Kathryn Riley Grasso

13 KATHRYN RILEY GRASSO  
14 KEVIN HARLOW

15 Attorney for Defendant and Cross-  
16 Complainant XPO LOGISTICS CARTAGE,  
17 LLC, dba XPO LOGISTICS  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on \_\_\_\_\_ [date] in the case of  
*Edgar Mendoza v. XPO Logistics Cartage, LLC dba XPO Logistics, et al.*, 2:18-cv-  
09144-SJO-Ex.

I agree to comply with and to be bound by all the terms of this Stipulated  
Protective Order, and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is  
subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this Action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attestation of Concurrence in Filing**

I, Kathryn Riley Grasso, am the ECF user whose ID and password are being used to file the foregoing Stipulation. Pursuant to Local Rule 5-4.3.4(a)(2), I hereby attest that all signatories listed above, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: December 6, 2018

By /s/ Kathryn Riley Grasso  
KATHRYN RILEY GRASSO  
Attorney for Defendant and Cross-Complainant  
XPO LOGISTICS CARTAGE, LLC,  
dba XPO LOGISTICS